

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

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IN RE: NEW ENGLAND COMPOUNDING  
PHARMACY, INC., PRODUCTS  
LIABILITY LITIGATION

Master File No.: 1:13-MD-2419-RWZ  
MDL Docket No.: 2419  
This document relates to: All Cases

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**MOTION FOR LEAVE TO WITHDRAW**

Attorneys William J. Dailey, Jr., John P. Ryan and Robert H. Gaynor, of Sloane and Walsh, LLP, (collectively “Defense Counsel”) represent the defendants Barry J. Cadden, Lisa Conigliaro Cadden, Gregory Conigliaro, Carla Conigliaro, Douglas Conigliaro and Glenn A. Chin in the above referenced matter. Defense Counsel respectfully move the Court under Local Rule 83.5.2 c) for leave to withdraw.

Defense counsel were retained by the Pharmacy Mutual Insurance Company (“PMIC”) to represent Barry J. Cadden, Lisa Conigliaro Cadden, Gregory Conigliaro, Carla Conigliaro and Glenn A. Chin (the “Individual Insureds”) and entered appearances in this MDL litigation in September, 2013.<sup>1</sup> The litigation, together with a parallel bankruptcy proceeding, is virtually at an end as a result of a negotiated settlement approved by the bankruptcy court on May 20, 2015 and effective June 4, 2015. The settlement is memorialized in the Third Amended Joint Chapter 11 Plan of New England Compounding Pharmacy (the “Plan”). The Plan provides that PMIC, together with excess carrier Maxim Indemnity Company, contribute \$25,200,000 to the settlement. Further, as part of the Plan and the PMIC/Maxum Settlement Agreement, to which the Individual Insureds have assented and under which they are released, on the effective date of the Plan, it is agreed the insurance policies will be exhausted and PMIC would have no further obligations, defense or indemnity, to the Individual Insureds, 14 days after the Plan effective

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<sup>1</sup> Defense counsel also represent the defendant Douglas Conigliaro but not under the insurance policy.

date. Defense Counsel have been notified by counsel for PMIC they will not be paid beyond June 4, 2015.

Accordingly, because this litigation is, for practical purposes, resolved and because Defense Counsel will no longer be paid by the insurer, PMIC, Defense Counsel ask leave of court to withdraw from the litigation. The Individual Insureds are, and continue to be, represented by personal counsel, with the exception of Glenn Chin, who is represented by criminal counsel.

Respectfully submitted,

*/s/ Robert H. Gaynor.*

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William J. Dailey, Jr., BBO # 112200  
Robert H. Gaynor, BBO# 187620  
John P. Ryan, BBO# 435660  
SLOANE AND WALSH, LLP  
Three Center Plaza, Suite 805  
Boston, MA 02108  
(617) 523-6010  
[WDaileyjr@sloanewalsh.com](mailto:WDaileyjr@sloanewalsh.com)  
[RGaynor@sloanewalsh.com](mailto:RGaynor@sloanewalsh.com)  
[JRyan@sloanewalsh.com](mailto:JRyan@sloanewalsh.com)

*Attorneys for Defendants, Barry J. Cadden,  
Lisa Conigliaro Cadden, Carla Conigliaro,  
Douglas Conigliaro, Gregory Conigliaro and  
Glenn A. Chin.*

Dated: June 5, 2015

CERTIFICATE OF SERVICE

I, Robert H. Gaynor, hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copiers will be sent to those indicated as non registered participants on June 5, 2015.

*/s/ Robert H. Gaynor.*

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Robert H. Gaynor